

Salt Spring Island Fire Protection District

Bylaw No. 131

A bylaw to authorize the disbursement of monies in the Capital Works Renewal Reserve Fund.

WHEREAS there is an unappropriated balance in the Capital Works Renewal Reserve Fund of five hundred ninety thousand four hundred ninety nine dollars and fourteen cents (\$590,499.14) as September 29, 2016, which amount has been calculated as follows:

Balance in fund at December 31, 2015	\$ 589,566.49
Add: Interest earnings for current year to date	\$ 932.65
Deduct: Total Disbursement bylaws for current year to date	\$ 0.00
Balance in Trust Fund as at September 29, 2016	\$ 590,499.14

AND WHEREAS it is deemed desirable to expend a portion of the monies imposed under Bylaw No. (Capital Works Renewal Reserve Fund Establishment Bylaw) for the purpose of purchasing a replacement Tender Apparatus (All-Polly 3000 Gallon Tender Apparatus and 2017 Freightliner M2-106 Chassis) from Midwest Fire Equipment & Repair Company.

The Trustees of the Salt Spring Island Fire Protection District in open meeting assembled, ENACT AS FOLLOWS:

1. The sum of three hundred and thirty nine thousand dollars (\$339,000.00) is hereby appropriated from the Capital Works Renewal Reserve Fund to be expended on a replacement Tender Apparatus.
2. The expenditure to be carried out by the monies hereby appropriated will be specified and authorized by resolution of the Trustees.
3. Should any of the above amount remain unexpended after the expenditures hereby authorized have been made, any unexpended balance will be returned to the credit of the said Reserve Fund.
4. This bylaw may be cited as the "2016 Capital Works Renewal Reserve Fund Disbursement Bylaw".

INTRODUCED and given first reading by the Trustees on 17 day of October, 2016.

RECONSIDERED and finally passed by the Trustees on the 17 day of October, 2016.


Mitchell Forest, Chair of the Trustees


Andrew Peat, Corporate Administrator for the Trustees

I hereby certify under the seal of the Salt Spring island fire Protection District that this a true copy of Bylaw No. 131.


Andrew Peat, Corporate Administrator for the Trustees.



January 5, 2017

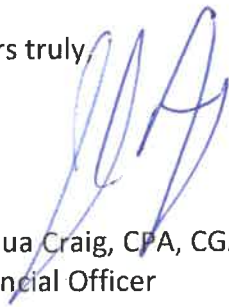
Salt Spring Island Fire Protection District
c/o Officer
105 Lower Ganges Rd
Salt Spring Island, BC V8K 2T1

Dear Chairperson and Trustees:

Please find enclosed one unregistered copy of Bylaw No. 131 cited as the "2016 Capital Works Renewal Reserve Fund Disbursement Bylaw". This type of bylaw does not require Inspector approval. You only need to send in one copy for our records.

Included for your information is the Improvement District Bylaw Registration Exemption Regulation from the *Local Government Act* which outlines which bylaws no longer require registration.

Yours truly,



Joshua Craig, CPA, CGA
Financial Officer
Local Government Infrastructure and Finance Branch

Enclosure

B.C. Reg. 367/2008
O.C. 300/97

Deposited December 8, 2008
effective January 1, 2009

Local Government Act

**IMPROVEMENT DISTRICT BYLAW REGISTRATION
EXEMPTION REGULATION**

Note: Check the Cumulative Regulation Bulletin 2015 and 2016
for any non-consolidated amendments to this regulation that may be in effect.

Definition

- 1** In this regulation, "**Act**" means the *Local Government Act*.

Exemption for registration requirement for bylaws

- 2** Subject to section 3, the registration requirement in section 747 (2) of the Act does not apply to bylaws made
- (a) under section 738.1 (1) of the Act in respect of
 - (i) establishing officer positions in relation to the duties under sections 738.2 and 738.3 of the Act,
 - (ii) establishing officer positions for the improvement district, or
 - (iii) assigning powers, duties and functions to those officer position,
 - (b) under section 746 (1) (a) of the Act in respect of entering into a contract about land or works,
 - (c) under section 746 (1) (f) of the Act in respect of establishing the tolls and other charges, except for charges for capital expenditures, payable to the improvement district, and the times of their payment,
 - (d) under section 746 (1) (g) of the Act in respect of establishing discounts or percentage additions to encourage the prompt payment of tolls and charges referenced in paragraph (c),

(e) under section 746 (1) (h) of the Act in respect of establishing the basis of assessment of the land and the value of land and improvements in the district,

(f) under section 746 (1) (i) of the Act in respect of establishing the method to be followed by the assessor in classifying land in the district for assessment purposes, or

(g) under section 746 (1) (n) of the Act in respect of establishing a reserve fund for one or more capital purposes.

Condition for exemption

- 3 The bylaws of improvement districts that are exempted under section 2 must be filed in writing with the inspector within a reasonable time after the bylaws have been made.

[Provisions of the *Local Government Act*, R.S.B.C. 1996, c. 323, relevant to the enactment of this regulation: section 747]

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Mitchell Forest, Chair of the Trustees



Andrew Peat, Corporate Administrator for the Trustees

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Andrew Peat, Corporate Administrator for the Trustees.

FIGHT FIRE WITH FIRE - MIDWEST FIRE

*US Dollars

Total Proposal Price:		\$ 272,494.00
Apparatus		
Apparatus Proposal Price	\$	180,250
Chassis Proposal Price	\$	92,244
Apparatus & Chassis Proposal Price	\$	272,494

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract to complete same in: 180-240 days after receipt of signed contract by Midwest Fire, subject to all causes beyond our control. All to be completed for the sum of (all amounts specified in U.S. Dollars):

One (1) New All-Poly 3000 Gallon Tender Apparatus and 2017 Freightliner M2-106 Chassis

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: _____ ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

Dear Customer:

Salt Spring Island Fire Protection District
 105 Lower Ganges Road
 Salt Spring Island, BC
 V8K 2T1

June 3, 2016

PURCHASE CONTRACT

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059



Customer shall be responsible for taking delivery of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:

A deposit in the amount of: \$9,224 (10% of the value of the chassis) shall be paid within 5-10 business days upon acceptance of this Proposal by the Customer.

A deposit in the amount of: \$83,020 (the balance of the value of the chassis) shall be paid upon chassis arrival at Midwest Fire plant in Luverne, Minnesota.

Customer shall be responsible for paying the net cash balance upon acceptance of apparatus at Midwest Fire in Luverne, MN.

The amounts in this proposal shall remain firm for a period of 14 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

Change Orders:

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the freeze date has been communicated by Midwest Fire to the Customer, any change will be subject to a minimum change order fee of \$150 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee, and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

FIGHT FIRE WITH FIRE — MIDWEST FIRE

Respectfully submitted,

Sarah J. Atchison

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

Customer/Business Name (please print)

Business Address

Printed Name

Signature

Date

Title

DRAFT PROPOSAL

FIGHT FIRE WITH FIRE - MIDWEST FIRE



November 30, 2016

Salt Spring Island Fire Rescue
105 Lower Ganges Road
Salt Spring Island, B.C.
PH: 250-537-2531
FAX: 250-537-2507

Ministry of Community, Sport and Cultural Development
Local Government Finance
PO Box 9838, 800 Johnson Street,
Victoria
BC V8W 9T1
Attention: Mr Joshua Craig

Dear Sir

Re: 2016 Capital Works Renewal Reserve Fund Disbursement Bylaw

Please find enclosed: a copy of the purchase contract for a new 3000 gallon water tender apparatus from Midwest Fire (US\$272,494.00); and two copies of Capital Works Renewal Reserve Fund Disbursement Bylaw No. 131. The new apparatus is being purchased to replace Tender #305 which is at the end of its useful life (twenty years).

Should you have any questions please contact the writer directly.

Yours truly,

Andrew Peat
Corporate Administrator

